

1882-057 Chancery Causes: John M. Smyth vs. John S. Parsons &c
Lee Co.

CA-Debt

T-Property

To the Honorable John A. Kelly Judge
of the Circuit Court of Lee County -

Your orator John M. Smyth, Humbly
complaining sheweth unto your Honor that
on the 14th day of August 1874 one John S.
Parsons, made & executed his certain writing
obligatory, whereby he bound himself to pay
on or before the 3^d day of April 1876, to
Mr. G. Parsons the sum of one hundred and thirteen
dollars & 60 cts., being the balance on the land the
said John S. had that day or before that time
purchased from the said Mr. G. Parsons. - This
writing obligatory your orator purchased from
the said Mr. G. Parsons and has fully paid same
therefor although no written assignment is
entered thereon. The said bond is herewith
filed marked A. and is prayed to be con-
sidered as a part thereof. The same nor
no part thereof has been paid by said
John S. Parsons to your orator or his vendor
the Mr. G. Parsons; but the same is now wholly
due your orator.

Your orator further alleges that said as
shown upon its face was in part for
the purchase price of a tract of land sold
by Mr. G. to J. S. Parsons. These lands was the
undivided interest which the said Mr. G.
Parson owned in his father's estate, one

One Wm Parsons, long since deceased. The
said lands are situated in this County on
Cane Creek ridge some 6 or 8 miles N. E.
from Jonesville, and is known as the Wm Parsons
land. The said M. G. Parsons has not made
any deed therefor as yet, but hold & retains
his ~~vendor~~ ^{benefit} lien on the same for the benefit
of your orator, and who, your orator is advised
should be enjoined from in the future conveying
the same. Your orator is advised further that
he has a lien on said said land for the
amount of the bond ^{by way of subrogation} ~~heirsaid~~ on, and that M. G.
Parsons should file his deed for said land
in this cause as escrow, to take effect when
the same is fully paid for - Your orator
alleges that, no payments have been made him on
said note, and that should said land fail to fully pay the same that he
^{is advised} ~~is advised~~ that a court of equity will give him a decree ^{in favor of} ~~in favor of~~ ^{against} ~~against~~ said M. G. Parsons.
His prayer therefore is that John S. Parsons
and M. G. Parsons be made parties defendants
to this bill and answer its allegations on oath, and
on a hearing a decree be rendered, in favor of
your orator for the amount of said note against
the said John S. Parsons, and that his lien be en-
forced against said land - That M. G. Parsons
be enjoined and inhibited from ^{collecting} ~~collecting~~ the
said land, that he be required to file an
escrow deed in conformity, to his title bond
executed to the said John S. Parsons - which

to the rights of M. G. Parsons

deed shall take effect when said lands are
fully paid for. That your Orator be substituted
to all the rights & remedies of the said M.
G. Parsons, that said lands be sold ~~on~~ so much
thereof as may be necessary to pay the note due
your Orator; And should the sales thereof fail to
fully pay your Orator then that your Orator be
decree'd the amount of said note or bond against
M. G. Parsons. And for all other further &
General relief Your supplicant &c.

Hagan & Pickens

C 7.26 Nov 1871
 A 15.00
 8 1.00
 End \$23.26

L.H.P.

John M. Smyth.

vs Bill Chy

John S. Parsons et al

Exhibit A. filed

Defts costs C. 50

1876 June Bill Filed, Spd
 Executed & Decree nisi
 " July Decree nisi Cou'd as to
 Deft in 19. Remand & Jud.
 of John S. Parsons filed
 & Cause set for hearing by
 Plaintiff

" Aug. Genl Ref. to Defts
 Answer & Cou'd.

" Nov Ord Cou't.
 1877 Mr Cou't.

" Aug Decree & Cou'd.
 " Nov Cou'd.

1878 Mr. Aug & Nov Cou'd.
 1879 Mr. Aug & Nov Cou'd.

1880 Mr & Aug Cou'd.
 1881 Mr Cou'd & Aug Cou'd.

1882 March Decree final

Chy O B. 248

C 7.26
 .76
 .26
 \$8.78
 .50
 \$9.28 18 June
 22nd 1880.
 by J. S. P.

Chy 113.

To the Honorable John C. Kelly Judge
of the Circuit Court of Lee County.

The Demurer, and separate answers of Geo
S. Parsons, to the Bill of Complaint of John W. Smyth
exhibited against him & others in said Court.

This respondent says that the Complaint said Bill, in
case the same were true, which this Dept in no wise
admits, contains no matter of Equity whereon, this Court
can base any decree, or give the Compl't any relief,
as against the Defts.

This Defendant for further answer, if the
same be necessary, would respectfully state, that
it is true as stated in the Pltffs Bill, he executed
the note in his Bill mentioned for part of the
"price of a tract of land sold by W. S. Parsons,"
to this Dept, but as to the transfer of the same to
the Pltff for full value, this Dept knows nothing
of his own personal knowledge. This note your
respondent has been ready & willing to pay whenever
his Vendor & wife, (for he is now married,) shall
make such title, as he obligated himself to
make, by proper conveyance, made & acknowledged
as the law requires, which conveyance has never
been made or offered & tendered to your Respondent.
The father of this respondent at his death, owned
the land in the Bill mentioned, which descended to
his three children, the said W. S. Parsons, your Respondent
and Kyle Parsons, subject to the dower of his widow
Amanda Parsons, who resides upon the same, but to
whom no dower has ever been assigned. She
is also the administratrix of said estate.

Some time after the death of Respondent's father, when it was believed the personalty of the estate had or would discharge all the liabilities of said estate, Your Respondent, and the said M. J. Parsons, the obligee in the note made an exhibit in ~~Pltffs~~ Bill mutually agreed that the value of the share of the said M. J. Parsons, in the land aforesaid was worth Two hundred Dollars, besides the dower of their mother, and this debt paid him Eighty Six Dollars & forty cents, and executed the note sued upon for the balance, whereupon the said Vendor, ~~who for the consideration aforesaid~~ ^{to this Respondent} executed his bond jointly with the said Amanda Parsons, who joined him therein as ~~an~~ ^{an} assurance, that when he become his duty, he would make the title, This bond is for Four hundred Dollars, dated the 4th day of August 1874, and sealed with their seals, and herewith filed as part of this answer marked B, by which it appears there is a condition underwritten whereby it was to be null & void if the said M. J. Parsons, should make, or cause to be made, "a good and sufficient title,, to this Respondent, for his the said M. J. Parsons entire interest in the tract of Land, on which the said Amanda Parsons then resided, except his interest in his mother dower in same. It was stipulated and agreed between the Respondent and his vendors, that if there was any other, incumbrance, on the land of said estate,

than the one provided for in said bond, then the price agreed to be given by Respondent was to be abated in proportion to the sum; but it was believed there was no other, or at least your Respondent knew of none, at the time, the contract for the land was entered into. Since that time however it has come to the knowledge of your Respondent that his father was one of the sureties of Geo Parsons former Sheriff of Lee County, and that there is a suit now pending in your Honors Court in the name of Abraham Fion & others, vs. Geo Parsons & others; in which is charged, a defalcation of said Sheriff, to the extent of some 12 or 1500 \$, which if established, about 1/2 thereof will fall upon the estate of Respondents father. This suit, and the one last named your Respondent is advised should be brought on to be heard together, as the matters involved in one, ~~have~~ have a direct bearing upon the rights to be adjusted in the other; — Since the transactions involved in this suit, it has also become known to Respondent, that the administrator of his fathers ^{claims to be} estate, ~~is~~ some two or three hundred dollars in advance to said estate, and that the pecuniary is all exhausted, but how these facts are will be disclosed in the suit, suggested to be heard with this. If these alleged incumbrances are established they will operate greatly to the injury of your Respondents interest, and the Plaintiff in this suit, or at least your Respondents Vendor, would be bound in good Conscience & Equity, to discharge his proportionable

part, before he would be entitled to a specific execution
of his contract; either by paying the same to the parties
entitled thereto, or abating the same, from the
^{amount of the} note or obligation, sought to be recovered in this suit;
otherwise this respondent would be without redress
for his vendor, has become insolvent, and unable
to pay, in any other way, his pro rata share of
the incumbrances aforesaid, or the purchase money he
^{already received, as before stated.}
Your Respondent denies all other allegations
contained in Pltffs Bill, not herein before denied, or
confessed & avoided; and having now fully answered
he prays to be hence dismissed, with his costs.

Lane & Richardson for
Defendant.

Virginia Lee County to wit;

This day John S. Parsons personally appeared
before me the undersigned, and made oath, that the facts
set out in the foregoing answer are true, so far as made upon
his own knowledge, & so far as made upon information
derived from others, he believes them to be true.

Given under my hand, this the 5th day of July 1876.
James W. Orr Clerk.

John S. Parsons & others

adly answer of J.S. Parsons

John W. Smyth.

Filed at July 1876.

James W. Orr Clerk.

This answer is accepted to the cause of
Parsons vs Lee & bond with such regard to
as here to be exact. at such amount -
But it object claim is no incumbrance
upon the land in the hands of an
innocent purchaser Sept 10 1877
Walter A. Johnson

John M. Smith. Peffer
against

against

John S. Parsons . . . Dept.

} Dr Chy

This cause came on again this day to be again heard upon the papers formerly read - and was argued by counsel, in consideration whereof and for reasons appearing to the court, it is ordered that the defendant pay to the plff the unpaid costs of said suit to be taxed by the clerk - And ~~and~~ the cause is stricken from the docket, with leave to the plff to ~~enforce~~ reinstate the same, for the purpose of enforcing the former orders in said cause is necessary and the same, is accordingly stricken from the docket.

John M. Smith

83 Decree
Final

John S. Parsons
March 7. 1882

Entered Page 248.

J. H. Hyatt
Clerk

Enter this
April 4th 1882
J. A. K.

on the front door of the Court-House of this County and in the neighborhood where the land lies, proceed on some Court-day at the front door of the Court-House of this County to sell ^{by public entry to the highest bidder} said land or so much thereof as may be necessary to pay the same and costs of suit & sale. He will run the same on a credit of 6 months, except so much as may be necessary to pay costs of suit & sale which he will require to be paid in hand. He will take bond payable to himself as Court. bearing interest from day of sale, with good personal security, and report his account to this Court at some future term or the cause is continued.

Enter (if)
paid.
Dec. 1879

see Cal. S.

John M. Smythe

Decree

John S. Parsons et al

Nov. Ct. 1879

Settled
Page 90-

Enter this
Nov. 1879

John H. Smith }
 vs }
 John S. Parsons & Co }

This cause came on ~~to be heard~~ to be heard
 on the 5th day of September 1877, upon the Bill C,
 answer, and no objection thereto, and the exhibits
 filed with each, and was argued by Counsel,
 and by consent of parties, it is adjudged, ordered
 and decreed, that the debt John S. Parsons, say to
 the Pltff, seventy six dollars & sixty cents, with
 interest thereon from the 3rd day of April 1876
 until paid; and the residue of the Pltff's claim,
 is to abide the decision of the suit of John H. Smith
 & others against John Parsons & others, and if the ~~estate~~
~~of John Parsons (long) who is the father of the said John S. Parsons,~~
~~and in his lifetime, one of the sureties of John Parsons~~
~~as sheriff of Lee County, is found liable to his co-~~
~~sureties in said suit, for the said sum, thirty~~
~~seven dollars, or any part thereof, then said~~
~~Pltff in this suit, is to have no further decree for~~
~~such sum as is found against said estate, but~~
~~if said sum, nor any part thereof, is found against~~
~~said estate, then the Pltff in this suit, is to have~~
~~a further decree, against the said John S. Parsons~~
~~for said sum, or any part thereof, not abated as~~
~~above indicated, with interest on the same from~~
~~the 3rd day of April 1876 until paid. The court~~
~~is further of opinion that the question of costs cannot~~
~~be determined by the court, until it is ascertained whether or not~~
~~the Defendant is liable to said effect: The cause is then~~
~~remanded to said court for said decision.~~

John M. Smith
1873 Decree
Ans to Roman & others
August term 1877
Entire page 685
Jas H On. clk.

Entire 1/4
p. 44
L. 25
111

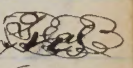
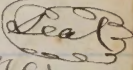
\$113⁶⁰ On or before the 3rd day of
April 1876 I bind myself here to pay
to M^r J^r Parsons one hundred & thirteen
Dollars & 60/100 It Being a bal on the Land
I have this day purchased from him 1874
Witness my hand & Seal this 13th day of April 1876
John S Parsons Seal

"A"

Know all Men by these presents - That we W. G. Parsons
& Amanda Parsons are held and finally bound unto John
S. Parsons in the just & full sum of four hundred
dollars to the payment of which we bind ourselves
our heirs jointly & severally by these presents
Witness our hands and seals this Augt 4th
1874

The conditions of the above obligations
are such that Whereas the said W. G. Parsons has
this day sold to the said John S. Parsons his entire
interest in the Tract of Land on which said
Amanda Parsons now lives (excepting his interest
in his mother's dower in same).

Now if the said W. G. Parsons shall
make or cause to be made a good & sufficient
title to the same then this obligation
to be null & void otherwise to remain in
full force & virtue.

W. G. Parsons 
Amanda W. Parsons 

Ino S. Pennant
of Little Bend
Marion S. Pennant & other.

(13)

The Commonwealth of Virginia:

WE COMMAND YOU TO SUMMON *John S. Parsons & M. G. Parsons*

To The Sheriff of Lee County:—Greeting,

to appear before the Judge of the *Circuit* Court of Lee County, at the Court-house, in the
Clerk's Office, *at June* Rules next, to answer a bill in chancery, ex-
hibited in our said Court against *them by John M. Smyth*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the
Court-house, this *25th* day *May*, 1876, in the *1004* year of the Commonwealth.

James W. Orr. Clerk.

John M Smyth

vs { Ipa in Chancery

John S Parsons et al

June Rules 1876

executed J. C. & co. 400
for J. S. Kelly & Co.

20.
20.
18.
15.
18.
10.
100.
15.
36.
36.
36.
36. Aug/77.
36.
108. - 1878.
36. - Mar 179
36. - 100/77
1.50. - 100/77
7.26